

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant O'Melveny & Myers 555 13th Street, NW, #500 West, Washington, D.C. 20004		2. Registration No. 3346
3. Name of foreign principal The Broken Hill Proprietary Co. Ltd.	4. Principal address of foreign principal 140 William Street Melbourne 3000 Australia	

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

NOT APPLICABLE

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

NOT APPLICABLE

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal
engaged in numerous and varied commercial operations. A foreign business corporation

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

Not applicable

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Owned by public stock offerings

Date of Exhibit A

June 29, 1988

Name and Title

Richard C. Warmer
Partner

Signature

Richard C. Warmer

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
O'Melveny & Myers	The Broken Hill Proprietary Co. Ltd.

Check Appropriate Boxes:

- ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
- ☒ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

O'Melveny & Myers has agreed with The Broken Hill Proprietary Co. Ltd. to provide trade related monitoring activities for steel products and to assist the company in efforts associated with its steel exports to the United States. The activities will be undertaken by attorneys, trade consultants, paralegals, and staff of O'Melveny & Myers. Broken Hill will pay O'Melveny & Myers at usual hourly rates, pursuant to a retainer, and will reimburse O'Melveny & Myers for expenses incurred.

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REGISTRATION UNIT


5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Attachment (Letter of Understanding)

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will meet with U.S. Government officials to discuss and be informed on current and proposed provisions of U.S. trade law and their enforcement which could affect trade between the U.S. and Australia, in particular steel products.

Date of Exhibit B	Name and Title	Signature
June 29, 1988	Richard C. Warmer Partner	

¹ Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

EXHIBIT B
TO REGISTRATION STATEMENT

ITEM 5

BROKEN HILL: LETTER OF UNDERSTANDING

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FACSIMILE 01-638 8205

OUR FILE NUMBER

September
9th
1 9 8 7

Mr. Grahame M. Parker
General Manager
BHP Steel International Group
Trading Services Division
140 William Street
Melbourne, Australia 3000

Dear Grahame:

Thank you for your September 7 letter received yesterday by telecopy. O'Melveny & Myers, and in particular Mr. Horlick and myself and our International Trade practice group in the Washington office, are prepared to represent the interests of the BHP Steel International Group in relation to the Australian/United States bilateral Voluntary Restraint Agreement on steel trade.

You inquired as to whether the representation, as outlined in your letter, is the type of work we are prepared (and have experience) in handling. It is. We look forward to working with the BHP Steel International Group in both formulating and executing a strategy to successfully sell in the U.S. market past October, 1989, outside the threat of U.S. trade cases.

Based on our experience in representing foreign interests with respect to policy related issues which have a commercial impact for that client, I believe a framework for representation for this endeavor would encompass, at a minimum, the following:

1. Working with you and responding to your specific requests/needs in formulating BHP's objectives, strategy and the implementation thereof. One must assume that initial objectives could well incorporate alternative strategies depending on possible U.S. Administration and marketplace (including

U.S. industry and competing export interest) responses.

2. Working with you, and on your behalf, with the following:
 - the numerous U.S. government agencies that are, or would be, directly involved in the issue of any VRA extension including the U.S. Department of Commerce; Office of the United States Trade Representative; Economic Policy Council, Office of the President; U.S. Department of State. These contacts would necessarily be at both policy and working staff levels.
 - Offices of U.S. Senators and Congressmen, and in particular the majority and minority leadership of the U.S. House of Representatives and Senate and their respective Sub-committees on Trade within the House Ways and Means and the Senate Finance Committees.
 - Foreign Embassies and representative organizations working on behalf of other steel exporting interests in order to ascertain (and if necessary and appropriate coordinate) policy and implementing strategies and working directly with the Australian Embassy;
 - U.S. industry; and
 - U.S. consumers of BHP's (Australia's) steel products.
3. Monitoring ongoing activities in the Washington "environment" related to trade in steel generally and the VRAs in particular (through our normal and project specific contacts). This would also encompass meetings and discussions, on a not for attribution basis, with personnel in the organizations listed in item #2 above and providing you with timely and updated information on current and prospective developments on this issue.

As we have discussed, I believe the taking of an early initiative will be the sine qua non for success in

this endeavor. It was brought to my attention that within the next month a meeting is being convened of all steel exporters in Brazil, the specific purpose of which is to begin laying a foundation for an approach to the termination of the present VRA. Your intent to face the issue now and begin formulation of a strategy and implementation of its necessary components, for example, a more aggressive approach by your government for requests under the current VRA, is paramount for a successful journey down this road.

It is difficult to estimate now a level of activity, and its attendant costs, that will be dependent on later events, like the level of U.S. industry opposition, Administration interest or disinterests, other country initiatives, etc. I would suggest that in order to maintain a control over costs, especially during the early stages of our involvement, our working under a general retainer would be an appropriate mechanism, particularly for that aspect of our work which would fall under category three above (monitoring and the provision of information to you, including responding to normal follow-up inquiries) and the monitoring and visits with personnel under category two, above. We would feel comfortable in working under such an arrangement. I would propose a cost of \$2,750 per month plus normal expenses, i.e., telecopy, telephone, copying, meeting costs, etc., to be billed on a quarterly basis. This retainer would continue over the term of the work project, subject always to any necessary revisions on the agreement of both parties.

Work outside the above retainer, for instance, analysis of specific BHP objectives, formulation of strategy, and implementation thereof, would be billed based on our normal hourly rates. These rates range from \$240 per hour for the work of Mr. Horlick and myself to a range of between \$110 and \$180 for associates and between \$50 and \$75 per hour for our trade consultants and assistants. Billings under the latter would also be undertaken on a quarterly basis and would accompany the statement for monitoring work and expenses associated therewith.

I am proposing the above arrangement since it is the kind we work under for other clients and has proven acceptable both from our perspective and that of the client's. Further, it is likely that the majority of work during the early stages of this endeavor will entail monitoring and providing BHP with intelligence information and analysis. The retainer allows us to perform these tasks at a fairly inexpensive cost to the client.

As we progress toward 1989, more specific, goal-oriented projects are likely to be undertaken,

especially in the area of implementation. At that time, and as our involvement becomes much heavier in terms of time and commitment, we could then construct a more specific budget with respect to work outside the retainer. I would appreciate your response to the above as we are amenable to working under arrangements which are acceptable to the client.

Look forward to hearing from you. I am generally in the office until 7:00 or 8:00 p.m. at night (9:00 or 10:00 Melbourne time) or you may reach me at home. My family is use to late evening phone calls and it is not at all an inconvenience. My home phone number is 703/455-2617.

Sincerely yours,



Kermit W. Almstedt
Of O'MELVENY & MYERS